



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNRL, MNDCL, FFL

### Introduction

This hearing dealt with the landlords' Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act") for a monetary order in the amended amount of \$16,905.51 for unpaid rent or utilities, for compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The landlords attended the teleconference hearing. As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing ("Notice of Hearing"), application, and documentary evidence were considered. The landlords also applied for an order for substituted service by email which was denied by an adjudicator in a separate decision dated February 12, 2019, which should also be read in conjunction with this decision. In that decision the adjudicator writes in part:

I have reviewed all documentary evidence and I note that the most recent e-mail from the tenant's e-mail address was sent on October 31, 2018, over three months ago. I find that the landlord has not provided sufficient evidence to demonstrate the tenant's e-mail address is still currently active.

As the date of the dispute resolution hearing is set for February 28, 2019, I find that it would not be reasonable to conclude that the tenant would receive the Amendment to an Application for Dispute Resolution in time for the hearing and have actual knowledge of the landlord's Amendment if it is served to the tenant's e-mail address.

For this reason, the landlord's application for substituted service of the Amendment to the tenant's e-mail address is dismissed with leave to reapply.

At the participatory hearing, the landlords provided affirmed testimony that the tenant vacated the rental unit between October 20, 2018 and November 1, 2018. The landlords did not file their original application until November 3, 2018, which is after the tenant vacated the rental unit. The landlords confirmed under oath that they have not been served with the tenant's written forwarding address and that their attempt to serve the tenant at the residence of the parents of the tenant was not claimed by registered mail and was returned to the sender. Based on the above, and taking into account that the tenant did not attend the hearing, **I am not satisfied** that the tenant was sufficiently served with the Notice of Hearing, application and documentary evidence under the *Act*. I have reached this decision after considering the fact that the tenant had vacated the rental unit before the landlords' application so the rental unit address could not be used as a service address, the landlords' request for substituted service by email was declined, and the landlords' attempt to serve via the tenant's parents was returned to sender.

Both parties have a right to a fair hearing and the tenant would not be aware of the hearing without having received the Notice of a Dispute Resolution Hearing and application. Therefore, **I dismiss** the landlords' application **with leave to reapply** due to a service issue. I note this decision does not extend any applicable time limits under the *Act*.

The landlords may wish to consider using a process server or other methods of service.

I do not grant the filing fee as a result.

### Conclusion

The landlords' application is dismissed with leave to reapply due to a service issue.

This decision does not extend any applicable time limits under the *Act*.

The filing fee is not granted due to a service issue.

The decision will be emailed to the landlords at the email confirmed during the hearing. The tenant will be sent the decision by regular mail as the application did not contain an email address for the tenant.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 7, 2019

---

Residential Tenancy Branch